



JANE D. HULL
Governor

MARY E. PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



EDWARD D. WRIGHT
Deputy Director

E. JACK HAMMITT
Joint Project
Administrator

3 December 1999

Mr. Allon Owen, Director
Cochise County Highway & Floodplain Dept.
1415 W. Melody Lane
Bisbee, AZ 85603

Re: ADOT ECS File No. JPA 99-27
Project: HRF-CCH-0-713
TRACS No. HF013 01C
Section: Fort Grant Road HURF Exchange
Amendment No. 1

Dear Allon:

The state program manager has approved the exchange of additional funds for the above referenced project. We may use this instrument to accomplish an amendment. Therefore, all references in the above agreement are changed as follows; \$1,444,688.29 is changed to read \$1,829,280.00 and \$1,841,396.00 is changed to read \$2,318,493.00.

All other terms and conditions of the agreement remain the same.

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Murthy 255-8107.

Sincerely,

E. Jack Hammitt, CPM
Joint Project Administrator

Concur for Cochise County:

By Allan G. Owen

12-6-99
(date)

Encl

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY, ARIZONA

THIS AGREEMENT is entered into 24 May, 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and COCHISE COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has approved the exchange of \$1,444,688.29 in Highway User Revenue Funds (HURF) to the County for construction of improvements to the County road Fort Grant Road from Saguaro Road to the Graham County Line, and such funds will be repaid to the State by withholding from the Southeastern Arizona Governments Organization (SEAGO) federal funds and the obligation authority for federal funds in the amount of \$1,841,396.00 in federal fiscal year 1999.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 23235
Filed with the Secretary of State
Date Filed: 05/24/99

Petey Bayless
Secretary of State

By Nicky V. Roenewald

II. SCOPE OF WORK

1. The County will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project review is completed by SEAGO representatives and State ADOT representatives.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II.1.c, d and f. above

b. Withhold from SEAGO, federal funds and the obligation authority of federal funds in the amount of \$1,841,396.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

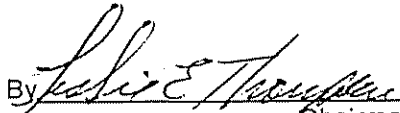
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Cochise County
County Manager
1415 Melody Lane
Bisbee, AZ 85603

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

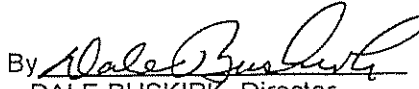
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCHISE COUNTY, ARIZONA

By 
Chairman
Board of Supervisors

STATE OF ARIZONA

Department of Transportation

By 
DALE BUSKIRK, Director
Transportation Planning

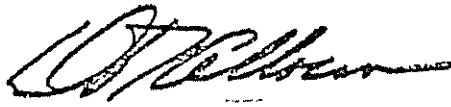
ATTEST

By 
NADINE PARKHURST
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 18th day of February 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Cochise County for the purpose of defining responsibilities for constructing improvements to Fort Grant Road using HURF exchange financing.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

Board of Supervisors

Leslie E. Thompson
Chairman,
District 3

Tony J. Saracino
District 1

Mike Palmer
District 2



Jody N. Klein
County Administrator

Nadine Parkhurst
Clerk

RESOLUTION 99-23

APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND COCHISE COUNTY FOR THE FORT GRANT ROAD PROJECT

WHEREAS, the Board of Supervisors of Cochise County, Arizona is authorized to lay out, maintain, control and manage public roads pursuant to A.R.S. 28-6701.A, and;

WHEREAS, the Board of Supervisors is authorized to enter into agreements with other public agencies for joint action on issues of mutual interest, pursuant to A.R.S. 11-951 et. Seq.; and

WHEREAS, a portion of that certain public road designated as Fort Grant Road, which is a major farm to market route, is designated for improvement with federal funds suballocated through SEAGO for this project; and

WHEREAS, the Board has determined that it is in the best interests of the Public to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for an exchange of funding for the roadway improvements for Fort Grant Road.

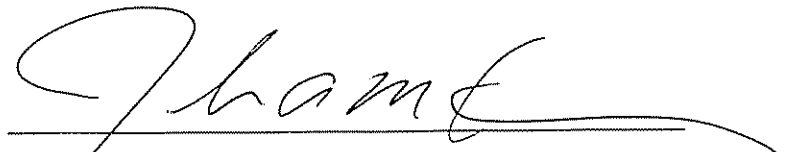
NOW THEREFORE BE IT RESOLVED, that we, the Board of Supervisors of Cochise County, do hereby approve this agreement. Said agreement is attached hereto and by reference made a part hereof.

AND, BE IT FURTHER RESOLVED AND ORDERED, that the Chairman of the Board of Supervisors is hereby authorized to sign this attached agreement.

APPROVAL OF THE COCHISE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and COCHISE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 29th day of April, 1999.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025

FACSIMILE : (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-0318TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 11, 1999

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/20853

Enc.



JANE D. HULL
Governor

MARY E. PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



THOMAS G. SCHMITT
State Engineer

E. JACK HAMMITT
Joint Project
Administrator

1 March 1999

Mr. Bill Cox, Deputy Director
Cochise County Highway Department
1415 W. Melody Lane
Bisbee, AZ 85603

Re: Agreement: JPA 99-27
Project: Fort Grant Road

Dear Bill:

Find enclosed three originals of the above subject agreement which defines the responsibilities of the County and the State incident to the above subject project.

Please obtain the written resolution of the Board approving the agreement, the written approval of the County attorney and the signatures of the appropriate officials. Upon execution please return all originals to the undersigned, **to the attention of Mail Drop 616E**, for state signatures, attorney general approval and filing with the Secretary of State. Please make no other entries on the agreements. Important; please do not date the first page.

Questions may be directed to the undersigned at (602) 255-8369.

Sincerely,

E. Jack Hammitt, CPM
Joint Project Administrator

Encl.

RESOLUTION

BE IT RESOLVED on this 18th day of February 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Cochise County for the purpose of defining responsibilities for constructing improvements to Fort Grant Road using HURF exchange financing.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

FEDERAL-AID HIGHWAY PROGRAM
INTERGOVERNMENTAL AGREEMENT PROJECT REQUEST FORM

TO: JACK HAMMITT, MANAGER
AGREEMENTS BRANCH
ENGINEERING CONSULTANTS SECTION

99-27

FROM: ITTY P ITTY, PROJECT MANAGER
LOCAL GOVERNMENT SECTION

DATE. 2/17/99

Project No. HRF CCH-0-713

TRACS No. 0000 CH HF 013 01C

Project Location Fort Grant Road

Project Termini Saguaro Road to Graham County Border Line ADOT DIST: Safford

Project Sponsor COCHISE COUNTY

Sponsor Contact Bill Cox, P.E.

Title Deputy Director, Highway and Floodplain Department

Address 1415 W. Melody Lane
Bisbee, AZ 85603

Telephone 520 432 9420

Scope of Work: 6.5 miles asphalt overlay

Cost to ADOT	\$0.00
Programmed Amount by SEAGO	\$1,712,296.00
Obligation Authority @ 87.173493 % of \$1,712,296.00	\$1,492,668.00
HURF Funds @ 90% of \$1,492,668.00 to Local Govt.	\$1,343,401.00

Comments:

ADOT does not participate in the project development and construction administration of this project per HURF exchange program guidelines.

98-146